



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve contract for Management Information Systems Manager

MEETING DATE: August 20, 1997

PREPARED BY: City Manager

RECOMMENDATION: That the City Council approve the attached Agreement for Management Information Systems Services.

BACKGROUND: The City Council, during its February 19, 1997 Council meeting, approved the class specification and salary range for the Information Systems Manager to meet current and future demands of changing technology and communications issues. The Human Resources Director conducted the recruitment for this critical position, with participation by various Department representatives during the panel phase of the recruitment, and with the City Manager interviewing the finalists. After a very thorough and detailed evaluation of the candidates, the City Manager has determined that, although a few of the candidates possess the necessary technical skills, he is not satisfied with the slate of candidates for such an important position.

As a result of this conclusion, the City Manager recommends that due to the pressing nature of the position, and the demand for services on the part of City Departments, that the City contract with Stan Helmle for Management Information Systems services for a period of 24 months as detailed in the attached Agreement. Mr. Helmle will be paid a salary commiserate with the advertised position.


Mr. Helmle has served as Chairman of the City's Information Technology Committee for the past three years, is familiar with the City's technology needs, and has an excellent background in computer hardware and software. Mr. Helmle possesses the necessary skills to be able to work effectively with the departments while creating and implementing a long term Strategic Plan for information technology.

FUNDING: General Fund

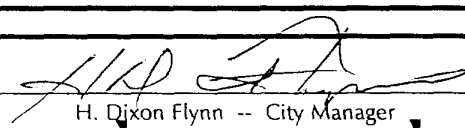
Respectfully Submitted,


H. Dixon Flynn
City Manager

Prepared by: Janet S. Keeter, Deputy City Manager

Finance Director: 
Vicky McAthie

APPROVED: _____


H. Dixon Flynn -- City Manager

Stan Helmle

6736 Panorama Drive
Riverbank, California 95367
(209) 869-3229 (W) (209) 869-2802 (H)

Education

Bachelor of Science Degree, 1972, University of California, Davis, California (with Honors)
Major: Electrical Engineering, Computer Science

Professional Experience

Computer Consultant, 1976 - 1996, Lodi, California

1996 - Present, Riverbank, California

Applications (Developed, Installed and Supported - Mini/Micro Computers with Networks)

- o Accounting: (A/R, A/P, G/L, P/R - including Fund Accounting)
- o Purchase Orders
- o Fixed Assets
- o Permits Processing
- o Profit Sharing
- o Order Entry (Many Industries)
- o Production Scheduling
- o Sales Analysis
- o Shipping
- o MRP
- o Inventory Control (B-O-M)
- o Work-In-Process
- o Education Tracking (Hospitals)
- o Utility Billing
- o Furniture Rental Tracking
- o Insurance Billing / Processing
- o Medical Billing
- o Heating / Cooling Engineering
- o Bar Code

Business Areas (Application Experience - business sizes up to \$ 300 million / yr.)

- o County Public Works, Public Services, Solid Waste
- o Meat Packers (Large, Multi-Division, Multi-State)
- o Automotive Aftermarket
- o Agriculture Management
- o Mechanical Engineering
- o Printed Circuit Manufacturing
- o Property Management
- o Medical Practices
- o Insurance Agency Billing / Management

Community Activities

Chairperson, Information Technology Committee, 1994 - Present, City of Lodi
Sargent at Arms, Lodi Rotary Club, 1996 - Present

RESOLUTION NO. 97-125

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACT FOR MANAGEMENT INFORMATION SYSTEMS
MANAGER EFFECTIVE SEPTEMBER 8, 1997

BE IT RESOLVED, that the Lodi City Council hereby authorizes the appointment of Stan Helmle to the position of Management Information Systems Manager for the City of Lodi effective September 8, 1997; and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the contract on behalf of the City.

Dated: August 20, 1997

I hereby certify that Resolution No. 97-125 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 1997, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

ALICE M. REIMCHE
City Clerk

PERSONAL SERVICES AGREEMENT

The City of Lodi, a California, a municipal corporation ("City") and Stan Helmle ("Contractor") agree as follows:

1. SCOPE OF SERVICES.

Contractor shall do the following:

- a) Under general direction, designs, manages, supervises, plans and directs the activities of the data information and communication systems.
- b) Provides highly technical and responsible staff assistance to City departments, the City Manager and the City Council in the areas of information and communication systems, management, and organization.
- c) Works closely with City departments; coordinates the development and implementation of information systems to achieve Citywide goals, objectives, and policies.
- d) Develops and recommends long-term plans and strategies for effective utilization of information technology systems; develops management systems, procedures, and/or standards for prioritizing projects, allocating resources, selecting systems, and evaluating existing programs.
- e) Conducts needs analysis, researches and recommends hardware/software systems and application, which will interface with existing computer systems and comply with policy standards and user needs; coordinates the development of specifications, selection, acquisition, configuration, and implementation of information technology systems; negotiates and administers final contract agreements with vendors for implementation, maintenance, and training for City staff; performs diagnosis of hardware and software problems; arranges for repair or replacement of faulty equipment and software; explains operational policy and procedures to other City staff and the general public as needed; coordinates training sessions and assists users in learning the use of computer equipment and peripherals.
- f) Prepares the operation's budget, including budgeting Citywide information and communication systems needs and assisting in the forecast of additional funds needed for staffing, equipment, materials, and supplies.
- g) Provides related duties as required.
- h) Contractor shall report to the Deputy City Manager on all aspects of his duties.

2) HOURS OF WORK.

- a) Contractor shall work for a time period commencing September 8, 1997. The term of this Agreement will be month to month, not to exceed 24 months.

- b) Contractor shall carry out the above tasks during regular City business hours at City offices. Contractor may be required to attend City Council regular and informational meetings and Information Technology Committee meetings.

3) FEES AND EXPENSES.

- a) Contractor shall be paid \$2,576.93 bi-weekly, in conjunction with City payroll, on the City's regular paydays.
- b) For each full workday of service not performed, the prorated amount of \$257.69 shall be deducted from the bi-weekly rate of pay unless accrued vacation/administrative leave balances are used.
- c) City shall reimburse Contractor for any direct expenses incurred by Contractor in the performance of this Agreement. Direct expenses include, but are not limited to, travel or business expenses directly related to work activities. Any costs related to commute travel are not covered.
- d) Contractor shall be responsible for all required Federal and State income taxes or other taxes/assessments that may be due on the fees paid pursuant to this Agreement.

4) TERMINATION.

- a) Either party may terminate this Agreement, without cause, at any time, upon providing not less than one month's written notice to the other party. In the event of cancellation, City shall promptly pay Contractor for reimbursement of direct expenses for each week's work completed but not yet paid.

5) INDEPENDENT CONTRACTOR.

- a) In fulfilling this Agreement, Contractor is acting as an independent contractor, not as an employee, or agent of the City. The Deputy City Manager may authorize Contractor to take certain action on behalf of said City Manager.
- b) Contractor shall accrue vacation, sick leave, and administrative leave at the following levels: Vacation – 2 weeks paid vacation annually. Sick Leave – Approximately 10-12 days per year. Administrative Leave – 80 hours per fiscal year.
- c) Contractor is eligible to receive medical, dental, and vision benefits, which are available for employees and dependents at City cost.
- d) Contractor shall not enter into additional contracts or accept other assignments, which would hinder Contractor's ability to fully perform the duties contemplated by this Agreement.

6) OWNERSHIP OF WORK PRODUCTS.

- a) All reports, documents, software, programs, and other written materials prepared for City by Contractor, or received by Contractor, pursuant to this Agreement shall be property of City.

7) COMPETITIVE ACTIVITIES.

- a) During the term of this Agreement, Contractor shall not, directly or indirectly, either as an employee, employer, officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner or in conflict with the business of City.

8) APPLICABLE LAW.

- a) Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. This Agreement shall be construed in accordance with the laws of the State of California.

9) PERSONAL SERVICES.

- a) Stan Helmle will perform all services described. No work shall be performed by any other person(s), nor shall Contractor assign this Agreement.

10) REPRESENTATIVES OF PARTIES; NOTICES.

- a) H. Dixon Flynn, City Manager of CITY, and Stan Helmle, CONTRACTOR, are authorized to represent and act on behalf of the parties in all matters pertaining to this Agreement. For purposes of notice under this Agreement, all notices shall be considered effective upon being sent to the parties by certified U.S. Mail to the following addresses:

CITY

P.O. Box 3006
Lodi, CA 95241-1910

CONTRACTOR

1150 Orangewood Drive
Lodi, CA 95240

11) COMPLETE AGREEMENT.

- a) This Agreement constitutes the entire Agreement between parties. This Agreement may be modified or provisions waived only upon subsequent written Agreement by both parties.

CITY OF LODI, a municipal corporation

CONTRACTOR:

H. DIXON FLYNN
City Manager

STAN HELMLE

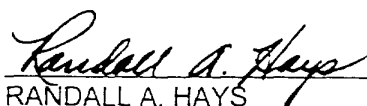
Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

ALICE M. REIMCHE
City Clerk



RANDALL A. HAYS
City Attorney